

DOCKET FILE COPY ORIGINAL

Joseph Adams Ranke
966 Athol Avenue
Aiken, SC 29803

January 15, 1998

The Honorable Magalie Roman Salas, Secretary
Federal Communications Commission
1919 M Street, NW, Room 222
Washington, DC 20554

RE: application #BPH-9609916ME
docket # 96-203

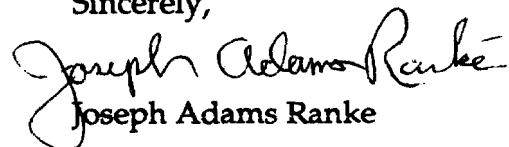
Dear Secretary Salas:

I wish to withdraw my "request to dismiss" which was filed in the above - captioned application on November 25, 1996. I am simultaneously terminating my agreement with Wilks Broadcast Acquisitions, Inc. pursuant to the terms of paragraph #4 of our agreement dated November 25, 1996, a copy of which is attached to this letter.

I intend to prosecute my application for this frequency and, if awarded a construction permit, will build the station in a timely manner.

Thank you for your cooperation.

Sincerely,


Joseph Adams Ranke

JAR/t
Enclosure

CC: John Crigler, Esquire

No. of Copies rec'd _____
List ABCDE _____

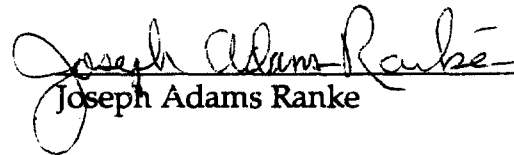
RECEIVED
STATE OF SOUTH CAROLINA)

COUNTY OF Aiken)

TERMINATION OF CONTRACT

Pursuant to the terms of paragraph #4 of the contract between Wilks Broadcast Acquisitons, Inc. ("WBA") and Joseph A. Ranke ("Ranke") dated November 25, 1996, I hereby elect to terminate the contract.

January 15, 1998


Joseph Adams Ranke

AGREEMENT FOR DISMISSAL OF APPLICATION

1-3 3 1998
THIS Agreement is entered into as of November 25, 1996, by and between Joseph A. Ranke ("Ranke") and Wilks Broadcast Acquisitions, Inc. ("WBA").

Recitals

Whereas, WBA is the licensee of FM Station WEKL, Augusta, Georgia, which currently operates on Channel 272A; and

Whereas, WBA has requested the substitution of Channel 269 C3 for Channel 272A in order to improve the facilities with which Station WEKL can operate; and

Whereas, the proposed improvement in the facilities of WEKL also requires the deletion of vacant Channel 232A at Gibson, Georgia; the grant of a construction permit to modify the operation of Station WTHO, Thomson, Georgia to operate on Channel 232A; and the grant of a construction permit to modify the operation of WEKL to operate on Channel 269 C3; and

Whereas, Ranke has applied for a construction permit (BPH-960916ME) for a new FM station to operate on vacant Channel 232A at Gibson, Georgia; and

Whereas, the pending Ranke application is inconsistent with WBA's proposal to improve the facilities of WEKL;

Now, therefore, in consideration of the foregoing and for good and valuable consideration as set forth below, Ranke and WBA agree as follows:

1. **Dismissal of Ranke Application.** No later than November 25, 1996, Ranke shall seek dismissal of his Gibson application; such dismissal shall be supported by documentation, in a form and substance acceptable to the Federal Communications Commission, of all expenses legitimately and prudently incurred in preparing, filing and prosecuting Ranke's Gibson application

2. **Payment By WBA.** WBA shall pay Ranke a total of \$82,500 (Thirty Two Thousand, Five Hundred Dollars), or such lesser amount as the FCC may approve.

3. Payment Schedule. WBA payments shall be made as follows:

a. \$5,000 (Five Thousand Dollars) paid into escrow upon the signing of this Agreement, such payment to be distributed to Ranke within five (5) days of the issuance by the FCC of a final order granting dismissal of Ranke's Gibson application (as used in this Agreement, the term "final order" shall mean an order which is no longer subject to administrative or judicial review, reconsideration, stay, or appeal);

b. \$15,000 (Fifteen Thousand Dollars) upon the issuance by the FCC of final orders deleting Channel 232A at Gibson, Georgia and granting construction permits authorizing WEKL to operate on Channel 269C3 and Station WTHO to operate on Channel 232A; this \$15,000 payment will be made only when the last of all such final orders has been issued;

c. \$12,500 (Twelve Thousand Five Hundred Dollars) on January 2, 1998, provided that the conditions specified in the preceding sections of this paragraph have been satisfied and that the FCC has issued a final order approving the full amount of consideration set forth in this Agreement. In the event that the FCC issues a final order approving consideration of less than \$32,500 (Thirty Two Thousand, Five Hundred Dollars) the balance of the amount approved shall be due January 2, 1998.

4. Termination. If by January 2, 1998, the FCC has not issued a final order approving the dismissal of the Ranke application, either Ranke or WBA may terminate this Agreement.

5. Benefit. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors.

6. Entire Agreement. All understandings and agreements between the parties are merged into this Agreement which fully and completely expresses their agreement and supersedes any prior agreement or understanding relating to the subject matter.

7. Counterparts. This Agreement may be executed in counterparts, all of which taken together shall constitute one and the same instrument.

8. Descriptive Headings. The descriptive headings of the several sections of this Agreement are for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

- 3 -

9. **Governing Law.** This Agreement shall be governed by and under the laws of the State of Georgia, except matters relating solely to FCC approval and/or licensure shall be governed to the extent applicable by the Federal Communications Act as it may from time to time be amended.

In Witness Whereof, the parties have caused this Agreement to be duly executed by their respective duly authorized officers, all as of the day and year first above written.

JOSEPH A. RANKE

By: Joseph Adams Ranke

WILKS BROADCAST ACQUISITIONS, INC.

By: _____

- 3 -

8. **Descriptive Headings.** The descriptive headings of the several sections of this Agreement are for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

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JOSEPH A. RANKE

By: _____

WILKS BROADCAST ACQUISITIONS, INC.

By:  _____